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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

Superfund Records Center
SITE: Old Southington
DATE: 10.8
CITATION: 252354



SDMS DocID 252354

UNITED STATES OF AMERICA
and STATE OF CONNECTICUT

Plaintiffs,

v.

COMMERCIAL AUTO BODY, *et al.*,

Defendants.

3:99-CV-0470 (JCH) *46*

3:99-CV-0472 (JCH)

May 10, 1999

David L. Goettel
GERARD L. GOETTEL
U.S. D. J.

FILED
JUN 3 12 24 PM '99

UNOPPOSED MOTION TO ENTER CONSENT DECREE

Plaintiffs, the United States of America and the State of Connecticut, respectfully move this Court to approve, sign and enter as a final judgment the Consent Decree which was lodged with this Court on March 16, 1999 (the "Consent Decree"). The Consent Decree resolves the United States' and the State's claims for past response costs against the defendants regarding the Old Southington Landfill Superfund Site located in Southington, Connecticut. Pursuant to 42 U.S.C. § 9622(d) and 28 C.F.R. § 50.7, notice of the Consent Decree was published in the Federal Register on April 6, 1999. 64 *Fed. Reg.* 16751. The comment period has ended and neither the United States nor the State have received any comments regarding the settlement. All of the defendants in this case have agreed to the entry of the Consent Decree.

The Consent Decree is fair, reasonable, consistent with the statutory scheme of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 *et. seq.*, and in the public interest. Accordingly, the plaintiffs respectfully request that this Court sign page 16 of the Consent Decree and enter it as a final judgment.

RECD JUN 07 1999

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA
and STATE OF CONNECTICUT

Plaintiffs,

v.

COMMERCIAL AUTO BODY,
FORESTVILLE INDUSTRIAL PLATING
COMPANY, MQS INSPECTION, INC.,
NORTON COMPANY, REX FINISHING,
INC., and UNION MANUFACTURING
COMPANY,

Defendants.

CIVIL ACTION

Nos. 399-CV-0470(JCH)

and 399-CV-0472(JCH)

CONSENT DECREE

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I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), filed a complaint in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607.

B. The United States in its complaint seeks, inter alia: (1) reimbursement of costs incurred by EPA and the Department of Justice for response actions at the Old Southington Landfill Superfund Site in Southington, Connecticut ("Site"), together with accrued interest; and (2) performance of studies and response work by the defendants at the Site consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP").

C. In accordance with the NCP and Section 121(f)(1)(F) of CERCLA, 42 U.S.C. § 9621(f)(1)(F), EPA notified the State of Connecticut (the "State") on or about June 8, 1995 of negotiations with potentially responsible parties regarding the implementation of the remedial design and remedial action for the Site, and EPA has provided the State with an opportunity to participate in such negotiations and be a party to this Consent Decree.

D. The State also has filed a complaint against the defendants in this Court alleging that the defendants are liable to the State under Section 107 of CERCLA, 42 U.S.C. § 9607, and Conn. Gen. Stats. §§ 22a-451 for recovery of the response costs incurred by the State and for the recovery of the costs and expenses incurred by the State in investigating, containing, removing, monitoring or mitigating pollution and contamination allegedly caused by the defendants.

E. In accordance with Section 122(j)(1) of CERCLA, 42 U.S.C. § 9622(j)(1), EPA notified the Natural Resource Trustees for the State, the National Oceanic and Atmospheric Administration, and the United States Fish & Wildlife Service on April 11, 1997 of negotiations with potentially responsible parties regarding the release of hazardous substances that may have resulted in injury to the natural resources under Federal trusteeship and encouraged the trustee(s) to participate in the negotiation of this Consent Decree.

F. The Settling Defendants, as defined in this Consent Decree, do not admit any liability to the Plaintiffs arising out of the transactions or occurrences alleged in the complaints, nor do they acknowledge that the release or threatened release of hazardous substance(s) at or from the Site constitutes an imminent or substantial endangerment to the public health or welfare or the environment.

G. Pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, EPA placed the Site on the National Priorities List, set forth at 40 C.F.R. Part 300, by publication in the Federal Register on September 21, 1984, 49 Fed. Reg. 37,083.

H. In response to a release or a substantial threat of a release of a hazardous substance(s) at or from the Site, the Town of Southington ("Town"), United Technologies Corp., Pratt & Whitney Division ("UTC"), and Solvents Recovery Service of New England ("SRSNE"), under EPA oversight, commenced on September 29, 1987, a Remedial Investigation and Feasibility Study ("RI/FS") for the Site pursuant to 40 C.F.R. § 300.430. SRSNE later became insolvent and suspended participation in the RI/FS. In 1989, General Electric Company agreed to participate in the performance of the RI/FS.

I. The RI/FS Report was completed on December 10, 1993. EPA issued an addendum to the RI/FS Report on May 23, 1994.

J. Pursuant to Section 117 of CERCLA, 42 U.S.C. § 9617, EPA published notice of the completion of the RI/FS and of the proposed plan for remedial action on May 23, 1994, in a major local newspaper of general circulation. EPA provided an opportunity for written and oral comments from the public on the proposed plan for remedial action. A copy of the transcript of the public meeting is available to the public as part of the administrative record upon which the Regional Administrator based the selection of the response action.

K. The decision by EPA on the remedial action to be implemented at the Site is embodied in a Record of Decision ("ROD"), executed on September 22, 1994, on which the State has given its concurrence. The ROD includes a responsiveness summary to the public comments. Notice of the final plan was published in accordance with Section 117(b) of CERCLA.

L. On or about November 25, 1995, the United States, the State, and a large number of potentially responsible parties ("PRPs") entered into an Alternative Dispute Resolution Agreement ("ADR Agreement") regarding the Site. The ADR Agreement provided for an allocation process pursuant to which neutral allocators would assign shares of responsibility to various parties based on their connection with the Site. The allocation process was an EPA pilot program and was described in an appendix to the ADR Agreement. In connection with the pilot program, EPA stated its intention to fund a portion of the remedial costs, generally described as the aggregate of: (1) the costs attributable to identified parties which are insolvent or defunct, (2) a portion of the costs attributable to parties with a limited ability to pay all of their allocated response costs, and (3) a portion of the costs attributable to the presence of municipal solid waste at the Site.

M. On September 3, 1996, the United States and the parties participating in the ADR process ("ADR Parties") entered into an Allocation Settlement Agreement for the Site which set forth shares for each ADR Party for costs associated with implementation of the remedial action required by the ROD, the United States' past costs, EPA's future oversight costs associated with the ROD, and past costs incurred by some of the private parties. Subsequently, the U.S. Army, U.S. Navy and the General Services Administration ("Settling Federal Agencies") also entered into the Allocation Settlement Agreement. Pursuant to the Allocation Settlement Agreement, the United States has agreed to not to seek reimbursement for certain costs. Pursuant to the Allocation Settlement Agreement, the Town and UTC agreed to perform the Remedial Design/Remedial Action set forth in the ROD ("Interim Remedy").

N. The United States, the State, and most of the potentially responsible parties at the Site entered into a consent decree providing for the Town and UTC to perform the Interim Remedy, for the United States to reimburse the Town and UTC for a portion of the cost of the Interim Remedy, and for the remaining parties to pay their allocated shares of response costs incurred and to be incurred in connection with the Site. The consent decree regarding the Interim Remedy was approved by the United States District Court for the District of Connecticut on June 9, 1998 in Civ. No. 3:98cv8 and on June 12, 1998 in Civ. No. 3:98cv236 ("June 1998 Consent Decree"). There were approximately 270 parties to the June 1998 Consent Decree. A number of PRPs at the Site, including the Settling Defendants, did not participate in the June 1998 Consent Decree. The Settling Defendants now seek to resolve their liability at the Site.

O. The Parties recognize, and the Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and implementation of this Consent Decree will avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest.

NOW, THEREFORE, it is hereby Ordered, Adjudged, and Decreed:

II. JURISDICTION

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 9606, 9607, and 9613(b). This Court also has personal jurisdiction over the Settling Defendants with respect to the complaints filed in this matter and this Consent Decree only. Solely for the purposes of this Consent Decree and the underlying complaints, Settling Defendants waive all objections and defenses that they may have to jurisdiction of the Court or to venue in this District. Settling Defendants shall not challenge the terms of this Consent Decree or this Court's jurisdiction to enter and enforce this Consent Decree.

III. PARTIES BOUND

2. This Consent Decree applies to and is binding upon the United States, on behalf of EPA, and the State and upon Settling Defendants and their heirs, successors and assigns. Any change in ownership or corporate status of a Settling Defendant including, but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Defendant's responsibilities under this Consent Decree.

IV. DEFINITIONS

3. Unless otherwise expressly provided herein, terms used in this Consent Decree which are defined in CERCLA or in regulations promulgated under CERCLA shall have the meaning assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Consent Decree or in the appendices attached hereto and incorporated hereunder, the following definitions shall apply:

"Ability to Pay Parties or "ATP Parties" shall mean the following Settling Defendants: Commercial Auto Body, Forestville Industrial Plating, Inc., Norton Company and Rex Finishing, Inc.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. §§ 9601, *et seq.*

"Consent Decree" shall mean this Decree and all appendices attached hereto (listed in Section XV). In the event of conflict between this Decree and any appendix, this Decree shall control.

"CDEP" shall mean the Connecticut Department of Environmental Protection and any successor departments or agencies of the State.

"Day" shall mean a calendar day unless expressly stated to be a working day. "Working day" shall mean a day other than a Saturday, Sunday, or Federal holiday. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or Federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Consent Decree as provided by Paragraph 33.

"EPA" shall mean the United States Environmental Protection Agency and any successor departments or agencies of the United States.

"Groundwater Remedy" shall mean the response action(s) selected in future record(s) of decision or action memorandum(a) regarding the groundwater at or migrating from the Site.

The Groundwater Remedy shall not include the groundwater studies required to be conducted pursuant to the June 1998 Consent Decree.

"Groundwater Remedy Costs" shall mean any costs that the United States, the State or any private party incurs or pays in connection with the Groundwater Remedy. Groundwater Remedy Costs shall not include any costs incurred in performing the groundwater studies required to be conducted pursuant to the June 1998 Consent Decree.

"Interest," shall mean interest at the rate specified for interest on investments of the Hazardous Substance Superfund established under Subchapter A of Chapter 98 of Title 26 of the U.S. Code, compounded on October 1 of each year, in accordance with 42 U.S.C. § 9607(a).

"June 1998 Consent Decree" shall mean the Remedial Design/Remedial Action Consent Decree entered by the U.S. District Court for the District of Connecticut in Civ. Nos. 398cv8 and 398cv236 regarding the Site.

"Matters Addressed in this Consent Decree" or "Matters Addressed" shall mean Past Response Costs, Private Party Past Costs, and all costs relating to the ROD to be incurred by the United States, the State or any private party. "Matters Addressed" does not include those response costs or response actions as to which the United States or the State has reserved its rights under this Consent Decree (except for claims for failure to comply with this Consent Decree), in the event that the United States or the State asserts rights against Settling Defendants coming within the scope of such reservations.

"Municipal Solid Waste" shall mean all waste materials generated by households, including single and multi-family residences, and hotels and motels. The term also includes waste materials generated by commercial, institutional, and industrial sources, to the extent such wastes (A) are essentially the same as waste normally generated by households, or (B) are collected and disposed of with other municipal solid waste or sewage sludge as part of normal municipal solid waste collection services and, regardless of when generated, would be considered conditionally exempt small quantity generator waste under regulations issued pursuant to Section 3001(d)(4) of the Solid Waste Disposal Act, 42 U.S.C. § 6921(d)(4)). Examples of Municipal Solid Waste include food and yard waste, paper, clothing, appliances, consumer product packaging, disposable diapers, office supplies, cosmetics, glass and metal food containers, elementary or secondary school science laboratory waste, and household hazardous waste. The term does not include combustion ash generated by resource recovery facilities or municipal incinerators, or waste from manufacturing or processing (including pollution control) operations not essentially the same as waste normally generated by households.

"National Contingency Plan" or "NCP" shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

"Natural Resources" shall have the meaning provided in Section 101(16) of CERCLA, 42 U.S.C. § 9601(16).

"NOAA" shall mean the National Oceanic and Atmospheric Administration, and any successor departments, agencies, or instrumentalities thereof.

"Paragraph" shall mean a portion of this Consent Decree identified by an arabic numeral or an upper case letter, unless otherwise specified.

"Parties" shall mean the United States, the State of Connecticut and the Settling Defendants.

"Past Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States or the State incurred or paid at or in connection with the Site through the Effective Date, plus interest on all such costs which has accrued pursuant to 42 U.S.C. § 9607(a) through such date.

"Plaintiffs" shall mean the United States and the State of Connecticut.

"Private Party Past Costs" shall mean all direct and indirect costs that any private party incurred or paid at or in connection with the Site as of the Effective Date, except for any costs or damages associated with private party lawsuits.

"RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. §§ 6901 et seq. (also known as the Resource Conservation and Recovery Act).

"Record of Decision" or "ROD" shall mean the EPA Record of Decision for the Interim Remedial Action at the Site signed on September 22, 1994, by the Regional Administrator, EPA Region I - New England or his delegate, and all attachments and any amendments to the ROD. The ROD is attached as Appendix A.

"Remedial Action" shall have the meaning set forth in the June 1998 Consent Decree.

"Section" shall mean a portion of this Consent Decree identified by a roman numeral.

"Settling Defendants" shall mean: Commercial Auto Body, Forestville Industrial Plating Company, MQS Inspection, Inc., Norton Company, Rex Finishing, Inc. and Union Manufacturing Company.

"Sewage Sludge" means solid, semisolid, or liquid residue removed during the treatment of municipal waste water, domestic sewage, or other waste water at or by publicly owned or federally owned treatment works.

"Site" shall mean the Old Southington Landfill Superfund Site, encompassing approximately 11 acres, located along Old Turnpike Road in Southington, Hartford County, Connecticut and depicted generally on the map attached as Appendix A.

"State" shall mean the State of Connecticut, including all of its departments, agencies, and instrumentalities.

"Subparagraph" shall mean a portion of this Consent Decree identified by a lower case letter.

"United States" shall mean the United States of America, including all of its departments, agencies, and instrumentalities.

"Waste Material" shall mean (1) any "hazardous substance" under Section 101(14) of CERCLA, 42 U.S.C. § 9601(14); (2) any pollutant or contaminant under Section 101(33), 42 U.S.C. § 9601(33); (3) any "solid waste" under Section 1004(27) of RCRA, 42 U.S.C. § 6903(27); and (4) any "hazardous material" under Sections 22a-449(c)-100 through 22a-449(c)-110 and Section 22a-449(c)-11 of the Regulations of Connecticut State Agencies and Conn. Gen. Stat. § 22a-115.

V. GENERAL PROVISIONS

4. Objectives of the Parties. The objectives of the Parties in entering into this Consent Decree are to resolve the United States' and the State's claims against Settling

Defendants for Past Response Costs, all costs relating to the ROD to be incurred by the United States, the State or any private party, to resolve claims against Settling Defendants for past and certain future response costs incurred by private parties.

5. Commitments by Settling Defendants. Settling Defendants shall pay the settlement amounts specified in Appendix B, which funds shall be used to reimburse EPA for its costs in connection with the Remedial Action, to pay a portion of the United States' enforcement costs, and to resolve the Plaintiff's and private parties' claims for past and certain future response costs, in accordance with the terms of this Consent Decree.

VI. PAYMENT OF RESPONSE COSTS

6. Each Settling Defendant shall, within 30 days of the Effective Date, pay to the OSL Site Trust, for private party past costs in connection with the Site, the amount specified for that Settling Defendant, if any, in Column A of Appendix B, plus Interest that has accrued on such amount from July 31, 1998 until the date of payment. The payment shall be made by certified check made payable to "OSL Site Trust". The check shall reference the name of the Settling Defendant making payment. The check shall be sent by certified mail, return receipt requested to:

Kathleen Taddei
Vice President
Citizens Bank
One Citizens Plaza
Providence, RI 02903-1330
Attn: Corporate Trust

7. Each Settling Defendant shall, within 30 days of the Effective Date, pay to the United States, the amount specified for that Settling Defendant in Column B of Appendix B, plus Interest that has accrued on such amount from July 31, 1998 until the date of payment. This payment is for the costs of the Interim Remedy incurred and to be incurred by the EPA Hazardous Substances Superfund. The payment shall be made by certified check made payable to "EPA Hazardous Substances Superfund". The check shall reference "OSL Site Past Costs", and "EPA Site/Spill ID No. 01-58". Each check shall be accompanied by a transmittal letter referencing "OSL Site Past Costs", "DJ No. 90-11-2-420/2", "EPA Site/Spill ID No. 01-58", and the name of the Settling Defendant making payment.

8. The checks and transmittal letters required by Paragraph 7 shall be sent by certified mail, return receipt requested to:

EPA Superfund
Superfund Accounting, Region I
P.O. Box 360197M
Pittsburgh, PA 15251

Copies of the checks and transmittal letters required by Paragraph 7 shall be sent to:

Almerinda Silva
Remedial Project Manager
U.S. EPA Region I - New England
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

Chief, Environmental Enforcement Section
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Ref: DJ No. 90-11-2-420/2

VII. STIPULATED PENALTIES

9. Each Settling Defendant shall be liable to the United States for stipulated penalties in the amount of \$500 per day for failure to make a timely payment of the settlement amount specified for that Settling Defendant in Appendix B. All penalties shall begin to accrue on the day after the payment is due, and shall continue to accrue through the day payment is received by EPA or the OSL Site Trust, as appropriate.

10. Notwithstanding any other provision of this Section, the United States may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued to the United States pursuant to this Consent Decree.

VIII. COVENANTS BY PLAINTIFFS

11. In consideration of the payments that will be made by the Settling Defendants under the terms of this Consent Decree:

a. except as specifically provided in Paragraphs 13, 14, 15 and 20, the United States covenants not to sue or take administrative action against Settling Defendants, pursuant to CERCLA Sections 106 and 107(a), for implementation of the ROD and for recovery of Past Response Costs and future costs relating to the ROD;

b. except as specifically provided in Paragraphs 14, 15 and 20, the United States covenants not to sue or take administrative action against ATP Parties pursuant to CERCLA Sections 106 and 107(a) for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs;

c. except as specifically provided in Paragraphs 13, 16, 17 and 20, the State covenants not to sue or take administrative action against Settling Defendants pursuant to CERCLA Section 107(a) and Conn. Gen. Stat. §§ 22a-6, 22a-133g, 22a-432 or 22a-451 for implementation of the ROD and for recovery of Past Response Costs or future costs relating to the ROD;

d. except as specifically provided in Paragraphs 16, 17 and 20, the State covenants not to sue or take administrative action against ATP Parties pursuant to CERCLA Section 107(a) and Conn. Gen. Stat. §§ 22a-6, 22a-133g, 22a-432 or 22a-451 for implementation of the Groundwater Remedy and for recovery of Groundwater Remedy Costs; and

e. Except as provided in Paragraph 19, the United States covenants not to sue or to take administrative action against Settling Defendants for recovery of damages for injury to, destruction of, or loss of Natural Resources under the trusteeship of NOAA, including the reasonable cost of assessing such injury, destruction or loss.

12. Except with respect to future liability, these covenants not to sue or to take administrative action as to each Settling Defendant which has made its payment, shall take effect upon the Effective Date. With respect to future liability, these covenants not to sue or take administrative action shall take effect upon Certification of Completion of the Remedial Action by EPA pursuant to the terms of the June 1998 Consent Decree. These covenants not

to sue or take administrative action with respect to each Settling Defendant are conditioned upon the satisfactory performance by such Settling Defendant of its obligations under this Consent Decree. These covenants not to sue or to take administrative action as to Settling Defendants extend only to the Settling Defendants and do not extend to any other person.

13. Reservation Regarding Groundwater Remedy. Notwithstanding any other provision of this Consent Decree, the United States and the State reserve, and this Consent Decree is without prejudice to, (a) the right to institute proceedings in a new action against Settling Defendants other than the ATP Parties, or to issue an administrative order seeking to compel Settling Defendants, other than the ATP Parties, to perform response action(s) selected in future record(s) of decision and/or future action memorandum(a) with respect to the groundwater at or migrating from the Site or to reimburse Groundwater Remedy Costs.

14. United States' Pre-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action seeking to compel Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants:

- a. to perform further response actions relating to the Site, or
- b. to reimburse the United States for additional costs of response,

if, prior to certification of completion of the Remedial Action as provided in the June 1998 Consent Decree:

- (1) conditions at the Site, previously unknown to EPA, are discovered, or
- (2) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines based on these previously unknown conditions or information together with any other relevant information that the Remedial Action is not protective of human health or the environment.

15. United States' Post-certification Reservations. Notwithstanding any other provision of this Consent Decree, the United States reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action against Settling Defendants, or to issue an administrative order seeking to compel Settling Defendants:

- a. to perform further response actions relating to the Site, or
- b. to reimburse the United States for additional costs of response,

if, subsequent to certification of completion of the Remedial Action as provided in the June 1998 Consent Decree:

- (1) conditions at the Site, previously unknown to EPA, are discovered, or
- (2) information, previously unknown to EPA, is received, in whole or in part,

and EPA determines based on these previously unknown conditions or this information together with other relevant information that the Remedial Action is not protective of human health or the environment.

16. State's Pre-Certification Reservations. Notwithstanding any other provisions of this Consent Decree, the State on behalf of the CDEP, reserves, and this Consent Decree is without prejudice to, any right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under Conn. Gen. Stats. §§ 22a-6, 22a-432 and 22a-451 seeking to compel all or any of the Settling Defendants: (a) to perform other response actions at the Site, or (b) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such actions required under (a) and (b) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, prior to Certification of Completion of the Remedial Action:

a. conditions at the Site, previously unknown to the State, are discovered or become known to the State, or

b. information previously unknown to the State is received by the State, in whole or in part,

and the CDEP Commissioner, or his or her delegate determines, pursuant to Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, based on these previously unknown conditions or this information together with any other relevant information that the response actions taken do not fully protect health, public welfare and the environment, or do not abate the cause of pollution to the waters of the State or the maintenance of a discharge of treated or untreated wastes to the waters of the State. The United States reserves all rights it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

17. State's Post-Certification Reservations. Notwithstanding any other provision of this Consent Decree, the State, on behalf of the CDEP reserves, and this Consent Decree is without prejudice to, the right jointly with, or separately from, the United States to institute proceedings in this action or in a new action under Section 107 of CERCLA, 42 U.S.C. § 9607, or under Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, seeking to compel all or any of the Settling Defendants (a) to perform other response actions at the Site, or (b) to reimburse the State for additional response costs for response actions at the Site, to the extent that EPA has determined that such actions required under (a) and (b) above in this Paragraph will not significantly delay or be inconsistent with the Remedial Action, if, subsequent to Certification of Completion of Remedial Action:

a. conditions at the Site, previously unknown to the State, are discovered or become known by the State after the Certification of Completion, or

b. information previously unknown to the State is received by the State, in whole or in part, after the Certification of Completion,

and the CDEP Commissioner, or his or her delegate, determines, pursuant to Conn. Gen. Stats. §§ 22a-6, 22a-432 or 22a-451, or his or her delegatee, based on these previously unknown conditions or this information together with any other relevant information, that the response actions taken do not fully protect health, public welfare and the environment, or do not abate the cause of pollution to the waters of the State or the maintenance of a discharge of treated or untreated wastes to the waters of the State. The United States reserves all rights

it may have under applicable law, to oppose any determinations made or any actions taken, ordered or proposed by the State pursuant to this Paragraph.

18. For purposes of Paragraphs 14 and 16, the information and the conditions known to EPA and the State, as applicable, shall include only that information and those conditions known to EPA or the State, as applicable, (a) as of the date the ROD was signed and set forth in the Record of Decision for the Site and the administrative record supporting the Record of Decision, and (b) as of December 1, 1997 and set forth in reports and data issued on or before December 1, 1997 relating to the on-Site and northern off-Site landfill gas monitoring program. For purposes of Paragraphs 15 and 17, the information and the conditions known to EPA and the State, as applicable, shall include only that information and those conditions known to EPA and the State, as applicable, as of the date of certification of completion of the Remedial Action, as provided in the June 1998 Consent Decree, and set forth in the Record of Decision, the administrative record supporting the Record of Decision, the post-ROD administrative record, or in any information received by EPA or the State, as applicable, pursuant to the requirements of the June 1998 Consent Decree prior to certification of completion of the Remedial Action as provided in the June 1998 Consent Decree.

19. Reservations Concerning Natural Resource Damages. Notwithstanding any other provision of this Consent Decree, the United States, on behalf of NOAA, reserves the right to institute proceedings against Settling Defendants in this action or in a new action, seeking recovery of natural resource damages, based on (a) conditions with respect to the Site, unknown to NOAA as of December 1, 1997, that result in release(s) of hazardous substance(s) that contribute to injury to, destruction of, or loss of natural resources, or (b) information received after December 1, 1997 which indicates that there is injury to, destruction of, or loss of natural resources of a type that was unknown, or of a magnitude greater than was known, to NOAA as of December 1, 1997.

20. General reservations of rights. The covenants not to sue set forth above do not pertain to any matters other than those expressly specified in Paragraph 11. The United States and the State reserve, and this Consent Decree is without prejudice to, all rights against each Settling Defendant, with respect to all other matters, including, but not limited to, the following:

- a. claims based on a failure by such Settling Defendant to meet a requirement of this Consent Decree;
- b. liability arising from the past, present, or future disposal, release, or threat of release of Waste Materials outside of the Site by such Settling Defendant;
- c. liability for future disposal of Waste Material at the Site by such Settling Defendant, other than as provided in the ROD, the SOW or otherwise ordered by EPA;
- d. liability for damages for injury to, destruction of, or loss of natural resources except for those under the trusteeship of NOAA, including the reasonable cost of assessing such injury, destruction or loss;
- e. criminal liability; and
- f. liability for violations of federal or state law.

IX. COVENANTS BY SETTLING DEFENDANTS

21. Covenant Not to Sue. Settling Defendants hereby covenant not to sue and agree not to assert any claims or causes of action against the United States or the State for

recovery of Past Response Costs and for recovery of future costs relating to the ROD and for implementation of the ROD, including, but not limited to:

a. any direct or indirect claim for reimbursement from the Hazardous Substance Superfund (established pursuant to the Internal Revenue Code, 26 U.S.C. § 9507) through CERCLA Sections 106(b)(2), 107, 111, 112, 113 or any other provision of law, except to the extent authorized by this Consent Decree and 40 C.F.R. § 307;

b. any claims under CERCLA Sections 107 or 113 related to the Site;

c. any claims arising out of response activities at the Site, including claims based on EPA's and the State's selection of response actions, oversight of response activities or approval of plans for such activities; or

d. any claims for costs, fees, or expenses incurred in this action or related to the Site, including claims under the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended.

22. Nothing in this Consent Decree shall be deemed to constitute preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

23. The Settling Defendants waive all claims or causes of action that they may have for Matters Addressed against any person other than insurance carriers. ATP Parties waive all claims and causes of action for Groundwater Remedy Costs, including for contribution, against any person, other than insurance carriers. Each Settling Defendant expressly reserves any and all rights, defenses, claims, demands, and causes of action, other than those referenced in the preceding two sentences, which each Settling Defendant may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party to either the June 1998 Consent Decree or this Decree.

X. EFFECT OF SETTLEMENT: CONTRIBUTION PROTECTION

24. Nothing in this Consent Decree shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Consent Decree. The preceding sentence shall not be construed to waive or nullify any rights that any person not a signatory to this Decree may have under applicable law. The Plaintiffs reserve any and all rights (including, but not limited to, any right to contribution), defenses, claims, demands, and causes of action which they may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto.

25. The Parties agree, and by entering this Consent Decree this Court finds, that as of the Effective Date: (a) the Settling Defendants are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Matters Addressed; and (b) the ATP Parties are entitled to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for Groundwater Remedy Costs.

26. The Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for Matters Addressed they will notify in writing the United States and the State within 20 days of service of the complaint on them. In addition, Settling Defendants shall notify the United States and the State within 20 days of service or receipt of any Motion for Summary Judgment and within 20 days of receipt of any order from a court setting a case for trial.

27. In any subsequent administrative or judicial proceeding initiated by the United States or the State for injunctive relief, recovery of response costs, or other appropriate relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or the State in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VII (Covenants by Plaintiffs).

XI. ACCESS TO INFORMATION

28. The Settling Defendants shall provide to EPA and the State, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related to the Remedial Action.

29. a. Settling Defendants may assert business confidentiality claims covering part or all of the documents or information submitted to Plaintiffs under this Consent Decree to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b). Documents or information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies documents or information when they are submitted to EPA and the State, or if EPA has notified Settling Defendants that the documents or information are not confidential under the standards of Section 104(e)(7) of CERCLA, the public may be given access to such documents or information without further notice to Settling Defendants.

b. The Settling Defendants may assert that certain documents, records and other information are privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege in lieu of providing documents, they shall provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the contents of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged.

XII. RETENTION OF RECORDS

30. Until ten years after the Effective Date, each Settling Defendant shall preserve and retain all records and documents now in its possession or control or which come into its possession or control that relate in any manner to the liability of any person for response actions conducted and to be conducted at the Site, regardless of any corporate retention policy to the contrary.

31. At the conclusion of the document retention period described in Paragraph 30, Settling Defendants shall notify the United States and the State at least 90 days prior to the destruction of any such records or documents, and, upon request by the United States or the State, Settling Defendants shall deliver any such records or documents to EPA or the State. The Settling Defendants may assert that certain documents, records and other information are

privileged under the attorney-client privilege or any other privilege recognized by federal law. If the Settling Defendants assert such a privilege, they shall preserve such documents and provide the Plaintiffs with the following: (1) the title of the document, record, or information; (2) the date of the document, record, or information; (3) the name and title of the author of the document, record, or information; (4) the name and title of each addressee and recipient; (5) a description of the subject of the document, record, or information; and (6) the privilege asserted by Settling Defendants. However, no documents, reports or other information created or generated pursuant to the requirements of the Consent Decree shall be withheld on the grounds that they are privileged. Settling Defendants shall preserve all documents for which they have asserted a privilege until all disputes regarding such privilege have been resolved.

32. Each Settling Defendant hereby certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed or otherwise disposed of any records, documents or other information relating to its potential liability regarding the Site since notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA requests for information pursuant to Section 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

XIII. EFFECTIVE DATE

33. The effective date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court, except as otherwise provided herein.

XIV. RETENTION OF JURISDICTION

34. This Court retains jurisdiction over both the subject matter of this Consent Decree and the Settling Defendants for the duration of the performance of the terms and provisions of this Consent Decree for the purpose of enabling any of the Parties to apply to the Court at any time for such further order, direction, and relief as may be necessary or appropriate for the construction or modification of this Consent Decree, or to effectuate or enforce compliance with its terms.

XV. APPENDICES

35. The following appendices are attached to and incorporated into this Consent Decree:

"Appendix A" is the map of the Site.

"Appendix B" is the list of settlement payments.

XVI. MODIFICATION

36. Non-material modifications to the Consent Decree may be made only by written notification to and written approval of the United States, the State and the Settling Defendants affected by the proposed modification. Such modifications will become effective upon filing with the Court by the United States. Material modifications to the Consent Decree may be made only by written notification to and written approval of the United States, the State, the Settling Defendants affected by the proposed modification, and the Court.

37. Nothing in this Decree shall be deemed to alter the Court's power to enforce, supervise or approve modifications to this Consent Decree.

XVII. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

38. This Consent Decree shall be subject to a 30 day public comment period consistent with Section 122(d)(2) of CERCLA, 42 U.S.C. § 9622(d)(2), and 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent to the Consent Decree if comments received disclose facts or considerations which show that the Consent Decree is *inappropriate, improper or inadequate*. *The State may withdraw or withhold its consent to the entry of this Consent Decree if comments received disclose facts or considerations which show that the Consent Decree violates state law.* The United States reserves the right to challenge in court the State withdrawal from the Consent Decree, including the right to argue that the requirements of state law have been waived, pre-empted or otherwise rendered inapplicable by federal law. The State reserves the right to oppose the United States' position taken in opposition to the proposed withdrawal. In addition, in the event of the United States' withdrawal from this Consent Decree, the State reserves its right to withdraw from this Consent Decree. Settling Defendants consent to the entry of this Consent Decree without further notice.

39. *If for any reason the Court should decline to approve this Consent Decree in the form presented, this agreement is voidable at the sole discretion of any Party and the terms of the agreement may not be used as evidence in any litigation between the Parties.*

XVIII. SIGNATORIES/SERVICE

40. Each undersigned representative of a Settling Defendant to this Consent Decree, the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice and the Assistant Attorney General for the State of Connecticut certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Decree and to execute and legally bind such Party to this document.

41. Each Settling Defendant hereby agrees not to oppose entry of this Consent Decree by this Court or to challenge any provision of this Consent Decree unless the United States has notified the Settling Defendants in writing that it no longer supports entry of the Consent Decree.

42. Each Settling Defendant shall identify, on the attached signature page, the name, address and telephone number of an agent who is authorized to accept service of process by mail on behalf of that Party with respect to all matters arising under or relating to this Consent Decree. Settling Defendants hereby agree to accept service in that manner and to waive the formal service requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any applicable local rules of this Court, including, but not limited to, service of a summons.

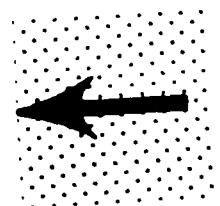
XIX. FINAL JUDGMENT

43. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment between and among the United States, the State and the Settling Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

SO ORDERED THIS 1st DAY OF June, 1999.

Gerard L. Gauthier


United States District Judge



THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.


FOR THE UNITED STATES OF AMERICA

Date

 12/21/98
LOIS J. SCHIFFER
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice
Washington, D.C. 20530

12-23-98

Date


MARK A. GALLAGHER, CT10592
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611

STEPHEN C. ROBINSON
United States Attorney for
the District of Connecticut

Date

SHARON E. JAFFE, CT04623
Assistant United States Attorney
915 Lafayette Blvd., Rm. 309
Bridgeport, Connecticut 06604
(203) 773-2108

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

3/9/99
Date



JOHN P. DEVILLARS
Regional Administrator, Region I-New England
U.S. Environmental Protection Agency
JFK Federal Building Boston, MA 02203-2211

March 3, 1999
Date



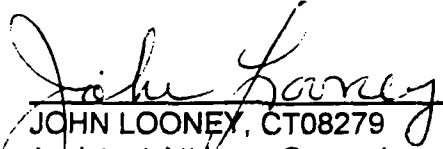
RUTHANN SHERMAN
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region I - New England, SES
JFK Federal Building Boston, MA 02203-2211

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

FOR THE STATE OF CONNECTICUT
DEPARTMENT OF ENVIRONMENTAL
PROTECTION:

RICHARD BLUMENTHAL
Attorney General

2-23-99
Dated


JOHN LOONEY, CT08279
Assistant Attorney General
55 Elm Street
Hartford, Connecticut 06106

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

For Commercial Auto Body Co.
(name of settling defendant)

for itself and on behalf of

(name(s) of predecessor(s) and/or successor(s))

July 31, 1988
Date

Signature:

James J. Aldi

Name (print):

James J. Aldi

Title:

owner

Address:

164 Beecher Street
Southington, Conn.
06489

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):

Title:

Company:

Address:

Phone No.

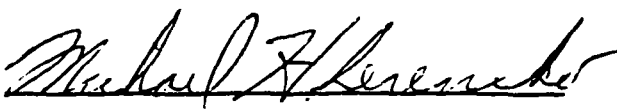
THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

For Forestville Industrial Plating Co.,
(name of settling defendant)

for itself and on behalf of

(name(s) of predecessor(s) and/or successor(s))

8-11-98
Date

Signature: 
Name (print): Michael H. Serencko
Title: President
Address: P.O. Box 432
Southington, CT 06489-0432

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Nicholas J. Harding
Title: Attorney
Company: Kosloff & Harding
Address: 28 North Main Street
West Hartford, CT 06107

Phone No. (860) 521-7004


THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

For MOS Inspection, Inc.
(name of settling defendant)

for itself and on behalf of

Magnaflux Quality Services
(name(s) of predecessor(s) and/or successor(s))

October 2, 1998
Date

Signature: 
Name (print): Peter R. Buchler
Title: Executive Vice President &
General Counsel
Address: 5858 Westheimer, Suite 625
Houston, Texas 77057

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Peter R. Buchler
Title: Executive Vice President &
General Counsel
Company: MOS Inspection, Inc.
Address: 5858 Westheimer, Suite 625
Houston, Texas 77057
713-735-6915
Phone No.

For Farrington-Exol, Norton Company
(name of settling defendant)

(name(s) of predecessor(s) and/or successor(s))

7/28/98
Date

R Panaw

Robert J Panaro

VP Finance & MIS

ONE New Bond St

Worcester, MA

610-341-7838

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

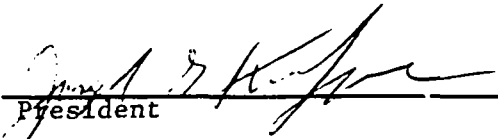
For Rex Finishing, Inc.
(name of settling defendant)

for itself and on behalf of

(name(s) of predecessor(s) and/or successor(s))

Rex Finishing, Inc.

September 23, 1998
Date

Signature: By 
President

Name (print): Joseph G. Kovolyan

Title: President

Address: R119 Foster Street

Peabody, MA 01960

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print): Joseph G. Kovolyan

Title: President

Company: Rex Finishing, Inc.

Address: R119 Foster Street

Peabody, MA 01960

Phone No. 978-531-2076

THE UNDERSIGNED PARTY enters into this Consent Decree in the matter of *United States and State of Connecticut v. Commercial Auto Body, et al.*, relating to the Old Southington Landfill Superfund Site.

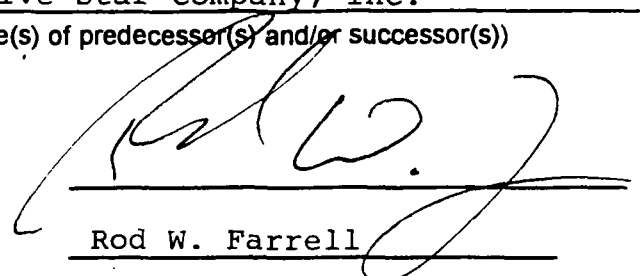
For Union Manufacturing Company
(name of settling defendant)

for itself and on behalf of

The Five Star Company, Inc.
(name(s) of predecessor(s) and/or successor(s))

2/23/99
Date

Signature:



Name (print):

Rod W. Farrell

Title:

Counsel

Address:

Sorokin, Gross & Hyde, P.C.

One Corporate Center

Hartford, CT 06103

Agent Authorized to Accept Service on Behalf of Above-signed Party:

Name (print):

Rod W. Farrell

Title:

Counsel

Company:

Sorokin, Gross & Hyde, P.C.

Address:

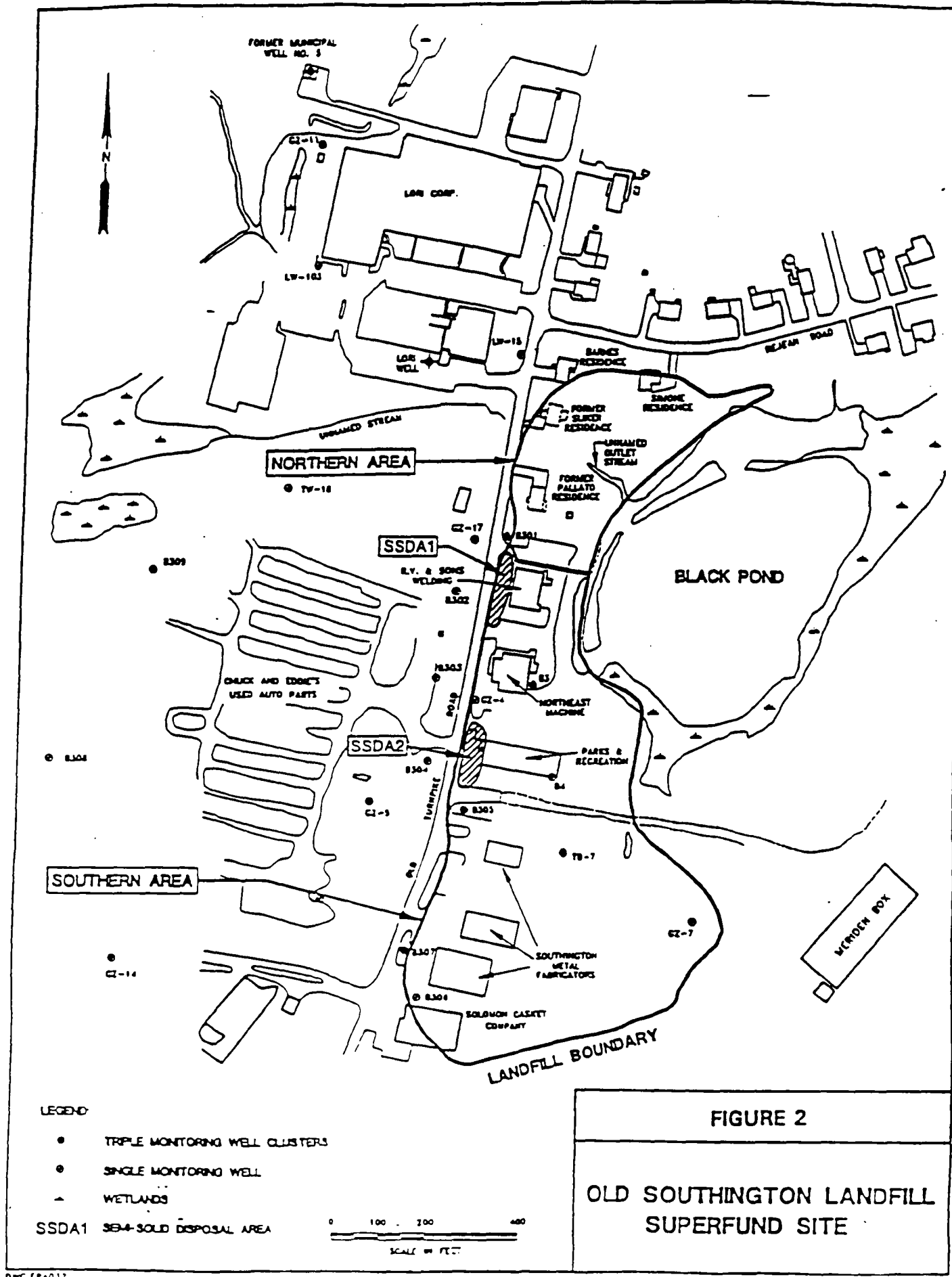
One Corporate Center

Hartford, CT 06103

Phone No.

(860) 541-3308

APPENDIX A
MAP OF SITE



APPENDIX B

Settling Defendants' Payment Amounts

Name	Column A	Column B
	OSL Site Trust Pmnt.	Payment to U.S.
Commercial Auto Body	\$1,255	\$1,745
Forestville Industrial Plating Company	\$3,303	\$6,220
MQS Inspection, Inc.	\$43	\$2,457
Norfon Company	\$855	\$2,509
Rex Finishing, Inc.	\$1,717	\$5,433
Union Manufacturing Company	\$8,364	\$11,636

Total Payments Due under OSL CD

Settling Defendant	Total Payment OSL Site Trust	Total Payment to U.S.
Commercial Auto Body	\$1,310	\$1,822
Forestvill Industrial Plating Company	\$3,448	\$6,494
MQS Inspection, Inc.	\$45	\$2,565
Norton Company	\$893	\$2,619
Rex Finishing, Inc.	\$1,793	\$5,672
Union Manufacturing Company	\$8,732	\$12,148

Calculation of Payments Due under OSL CD

Settling Defendant	Base Payment OSL Site Trust	Base Payment to U.S.	Percent Interest	Interest on Trust Payment	Interest on U.S. Payment	Total Payment OSL Site Trust	Total Payment to U.S.
Commercial Auto Body	\$1,255	\$1,745	4.40%	\$55	\$77	\$1,310	\$1,822
Forestvill Industrial Plating Company	\$3,303	\$6,220	4.40%	\$145	\$274	\$3,448	\$6,494
MQS Inspection, Inc.	\$43	\$2,457	4.40%	\$2	\$108	\$45	\$2,565
Norton Company	\$855	\$2,509	4.40%	\$38	\$110	\$893	\$2,619
Rex Finishing, Inc.	\$1,717	\$5,433	4.40%	\$76	\$239	\$1,793	\$5,672
Union Manufacturing Company	\$8,364	\$11,636	4.40%	\$368	\$512	\$8,732	\$12,148

Start date	07/31/98	10/01/98
End date	10/01/98	07/06/99
Number of days	62	278
Superfund interest rate	5.61%	4.53%
Interest	0.95%	3.45%
Total Interest	4.40%	



U.S. DEPARTMENT OF JUSTICE

Environment and Natural Resources Division
Environmental Enforcement Section
Washington, D.C. 20044-7611

90-11-2-420A/2

June 9, 1999

600400
2200

All persons on attached service list

Re: *U.S. and State of Connecticut v. Commercial Auto Body, et al.*
(Old Southington Landfill "Cashout" Consent Decree)

Dear Sirs and Mesdames:

Please be advised that the consent decree in the above referenced case was entered on June 3, 1999. Copies of the order approving the consent decree and of the approved consent decree are attached (Tab A and B). Most of the instructions for making the payments required by the consent decree are contained in the consent decree itself. However, for your convenience, the instructions for making payment are set forth in this letter.

Your or your client's settlement payments are due 30 days after the Court's approval of the decree, *i.e.*, on July 6, 1999.¹ Each settler is required to make two payments, one to the "OSL Site Trust" and one to the United States. The payments must include the interest that has accrued from July 31, 1998. The exact amounts of each settler's payments are set forth in a table at Tab C. The calculations of the interest amounts are set forth at Tab D.

Several settlers have asked to make their settlement payment in installments. Those settlers will not need to make payment on July 6, 1999 of the full amount specified at Tab C. Instead, I will be contacting each affected settler shortly regarding their installment payment plan.

The payment to the "OSL Site Trust" should be made by certified check and should be sent to:

Kathleen Taddei
Vice President
Citizens Bank
One Citizens Plaza
Providence, RI 02903-1330
Attn: Corporate Trust.

The payment to the United States must be made by certified check made payable to "EPA Hazardous Substances Superfund". The check should reference "OSL Site Past Costs", and "EPA Site/Spill ID No. 01-58". Each check shall be accompanied by a transmittal letter referencing "OSL Site Past Costs", "DJ No. 90-11-2-420/2", "EPA Site/Spill ID No. 01-58", and

¹ The 30th day is July 3, 1999. However, since that is a Saturday, and the following Monday is a national holiday, the due date is Tuesday, July 6, 1999.

the name of the Settling Defendant making payment. The check and transmittal letter must be sent by certified mail, return receipt requested to:

EPA Superfund
Superfund Accounting
Region I
P.O. Box 360197M
Pittsburgh, PA 15251.

Copies of the checks and transmittal letters must be sent to:

Almerinda Silva
Remedial Project Manager
U.S. EPA Region I - New England
1 Congress Street, Suite 1100 (HBT)
Boston, MA 02114-2023

Mark Gallagher
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Ref: DJ No. 90-11-2-420/2

Please feel free to call me (202-514-5405) if you have any questions.

Very truly yours,


Mark A. Gallagher

Encl.

**SERVICE LIST - CASHOUT SETTLEMENT
OLD SOUTHTON LANDFILL SUPERFUND SITE**

Ms. Lauren Alterman Saint-Gobain Corp. 750 East Swedesford Rd. P.O. Box 860 Valley Forge, PA 19482	Ph: 610-341-7838 Fax: 610-341-7087 email:	Norton Company Farrington-Texol
Peter R. Buchler MQS Inspection, Inc. 5858 Westheimer, Suite 625 Houston, TX 77057	Ph: 713-735-6915 Fax: 713-735-6901 email:	MQS Inspection, Inc. Magnaflux Quality Service
James Aldi Commercial Auto Body 164 Beecher Street Southington, CT 06489	Ph: 860-628-7080 Fax: 860-276-8204 email:	Commercial Auto Body
John McNiff / Thomas Regan Pearl, McNiff, Cream, Cook & Sheehan 30 Main St. Peabody, MA 01960	Ph: 978-531-1710 Fax: 978-531-4895 email:	Rex Finishing, Inc.
Nicholas Harding Kosloff & Harding 28 No. Main W. Hartford, CT 06107	Ph: 860-521-7004 Fax: 860-521-3352 email:	Forestville Industrial Plating Company
Rod W. Farrell, Esq. Sorokin Sorokin Gross & Hyde One Corporate Center Hartford, CT 06103-3291	Ph: 860-541-3308 Fax: 860-525-9099 email: sorokin@micro-net.com	Union Manufacturing Company
RuthAnn Sherman Office of Environmental Stewardship U.S. EPA Region I 1 Congress St., Suite 1100 (SES) Boston, MA 02114	Ph: 617-918-1886 Fax: 617-918-1809 email:	EPA
Almerinda Silva Ofc. Site Remediation/Restoration U.S. EPA Region I 1 Congress St., Suite 1100 (HBT) Boston, MA 02114-2023	Ph: 617-918-1353 Fax: 617-918-1809 email:	EPA
Anton Giedt NOAA 1 Blackburn Dr., Suite 205 Gloucester, MA 01930	Ph: 508-281-9289 Fax: 508-281-9389 email:	NOAA

Jack Looney, Esq.
Assistant Attorney General
Office of the Attorney General
55 Elm Street
Hartford, CT 06103

Ph: 860-808-5250
Fax: 860-808-5386
email:

State of Connecticut

Santo Longo, Esq.
LeBoeuf, Lamb, Greene
& MacRae
225 Asylum Street
Hartford, CT 06103

Ph: 860-293-3541
Fax: 860-293-3555
email: clear@llgm.com

Town of Southington

David Platt, Esq.
Murtha, Cullina, Richter & Pinney
City Place I
185 Asylum Street
Hartford, CT 06103

Ph: 860-240-6062
Fax: 860-240-6150
email: dplatt@mcrp.com

United Technologies Corp.

Joyce Seraphin
Office of the U.S. Attorney
for the District of Connecticut
157 Church Street
New Haven, CT 06510

Ph: 203-773-5392
Fax: 203-821-3700
email:

United States